

EXHIBIT E

FIRST AMENDMENT TO LEASE

This First Amendment to Lease (the "First Amendment") is entered into as of this 13th day of APRIL, 2004 between the MASSACHUSETTS PORT AUTHORITY (the "Authority"), a body politic and corporate organized and existing pursuant to Chapter 465 of the Acts of 1956, as amended, with a regular place of business at One Harborside Drive, Suite 200S, East Boston, Massachusetts 02128-2909 and Continental Airlines, Inc., a Delaware corporation qualified to do business in Massachusetts (the "Tenant") and amends that certain Lease, L-7936, dated as of January 1, 2003 (the "Original Lease") between the Authority and Tenant.

Reference is made to the following facts:

A. Pursuant to the Original Lease, the Tenant has leased the Premises, as defined in the Original Lease.

B. The Premises includes certain space used for baggage makeup.

C. Pursuant to the Aviation Transportation and Security Act of 2001, Pub. L. 107-71 ("ATSA"), all checked baggage must be screened by the Transportation Security Administration ("TSA") before being loaded onto commercial aircraft.

D. In order to assist the air carriers operating at Boston-Logan International Airport ("Logan Airport") meet the baggage screening requirement of TSA without significantly disrupting operations, the Authority has constructed certain improvements at Logan Airport in order to permit all checked baggage to be screened by TSA in-line with the existing baggage makeup systems.

E. The portion of the Premises depicted on Exhibit A (dated 5/24/02) as "5,896sf vacated, old room 49A" (the "TSA Space") will be occupied exclusively by TSA in order to screen all checked baggage, and the Authority and Tenant each desire that such portion of the Premises be deleted from the Premises leased by Tenant and thereafter be the responsibility of TSA.

F. In connection with the construction of the improvements described above, the Authority constructed certain new space depicted on Exhibit A (dated 5/24/02) as "3,342sf additional, new room 49A" (the "Added Premises") which the Authority and Tenant each desire be incorporated into the Premises leased to Tenant.

NOW, THEREFORE, the Authority and Tenant, for good and valuable consideration, including the premises hereof, agree to amend the Original Lease by this instrument (the "First Amendment"), with all capitalized terms which are not otherwise defined having the meaning

ascribed to such terms in the Original Lease:

1. Premises Amended. As of October 1, 2003 the definition of Premises as set forth in the Original Lease is hereby amended by deleting from such definition the TSA Space depicted in Exhibit A and incorporating within such space the Added Premises, as depicted in Exhibit A attached hereto. As of October 1, 2003 Tenant's Premises is hereby restated and shown on Exhibit A-2 (CLMS Detailed Premises Report – dated 4/28/2003); and Exhibit A-3 (Continental Airlines Leased Premises, Agreement #16160 – dated 2/25/2003, 4 sheets).

2. Original Lease Confirmed. Except as expressly amended by this First Amendment, the Original Lease is in all respects ratified and confirmed and the Original Lease, as so amended by this First Amendment, shall remain in full force and effect and shall be read, taken and construed as one and the same instrument, and the Original Lease, as amended hereby, may not be further modified or amended except by a writing signed by both parties.

3. Miscellaneous.

a. Severability. In the event any provision of this First Amendment shall be held to be invalid in any circumstance, such invalidity shall not affect any other provision or circumstance.

b. Counterparts. This First Amendment may be executed and delivered in any number of counterparts, each of which shall be deemed to be an original, but such counterparts together shall constitute one and the same instrument.

c. Captions. The captions of this First Amendment are for convenience only and shall not affect the construction hereof.

d. Governing Law. This First Amendment shall be construed in accordance with and governed by the laws of The Commonwealth of Massachusetts.

IN WITNESS WHEREOF, the parties have hereto set their duly authorized hands and seals on the date subscribed.

MASSACHUSETTS PORT AUTHORITY CONTINENTAL AIRLINES, INC.

BY: 

BY: 

TITLE: ASSISTANT SECRETARY-TREASURER

TITLE: _____

Terminal C

1st Floor, Main Terminal

Logan International Airport

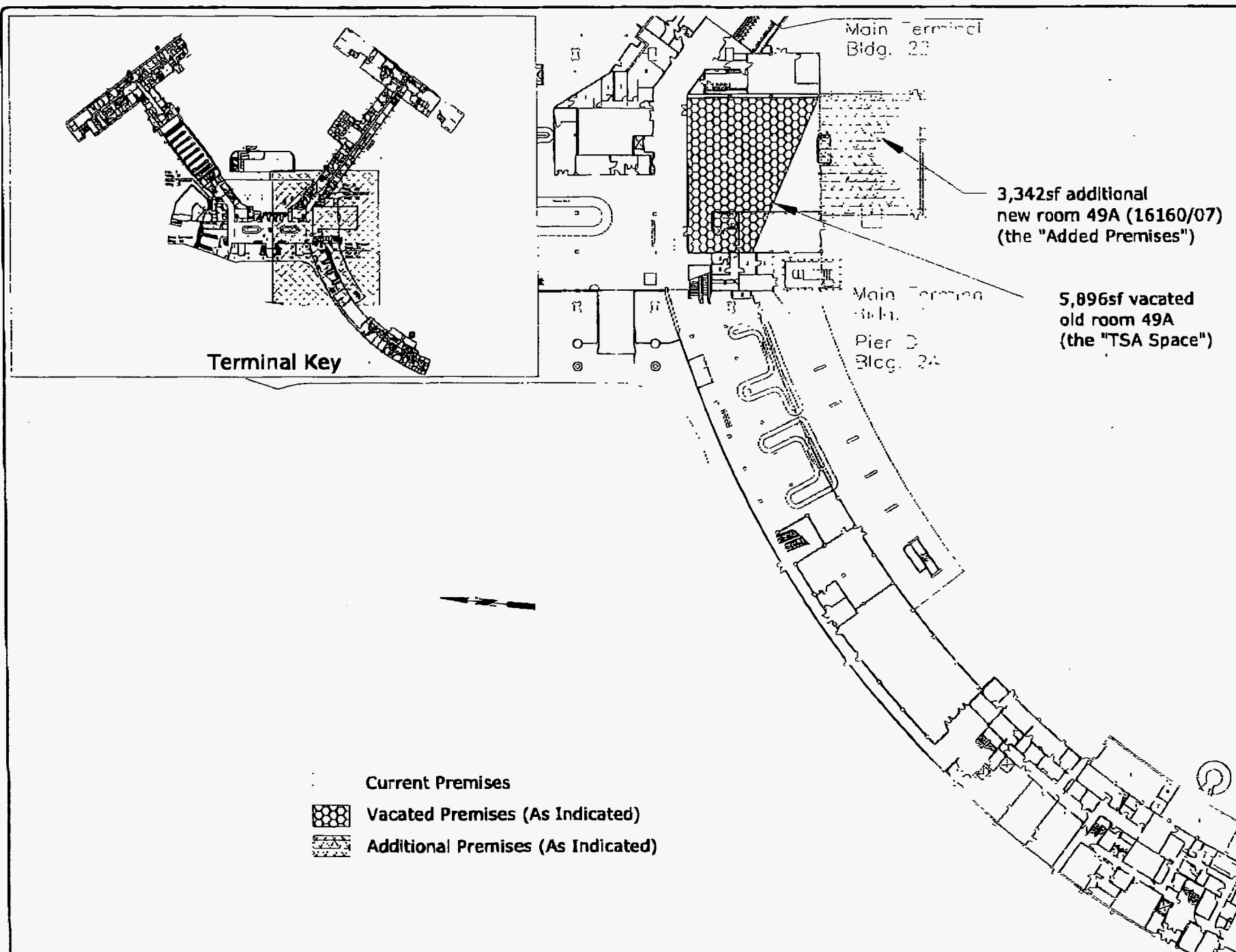
Massachusetts Port Authority
One Harborside Drive Suite 2005
Boston, MA 02128

Source: AB
Drawn By: KH
Requested By: G
Date: 05/24/2007

Continental Airlines
Premises
Adjustment Plan

Scale: As Indicated

Sheet
1 of 1



Disclaimer: Information presented on this drawing is subject to continuous modification and updating. Therefore, **NO WARRANTY OF ANY KIND EITHER EXPRESSED OR IMPLIED** is offered to the user. The information is planning oriented and may not reflect "As-Built" conditions. All square footage numbers are subject to Field Survey Verification.

Exhibit A

CLMS Detailed Premises Report
Massachusetts Port Authority
Airport Business Office

Tenant Name: Continental Airlines, Inc.
Exhibit A-2

<u>Agreement # / Space #</u>	<u>Floor #</u>	<u>Room #</u>	<u>Room Description</u>	<u>Room Area (sf)</u>
16160 / 01	Counter/Booths - Airline Ticketing			
Terminal C (Main Terminal) - Bldg 22	2	24G	Check-In Counter	93
Terminal C (Main Terminal) - Bldg 22	2	24H	Check-In Counter	89
Terminal C (Main Terminal) - Bldg 22	2	24J	Check-In Counter	103
Terminal C (Main Terminal) - Bldg 22	2	24K	Check-In Counter	132
Terminal C (Main Terminal) - Bldg 22	2	24L	Check-In Counter	145
Terminal C (Main Terminal) - Bldg 22	2	24M	Check-In Counter	145
Terminal C (Main Terminal) - Bldg 22	2	24N	Check-In Counter	280
Terminal C (Main Terminal) - Bldg 22	2	656	Electronic Ticketing Kiosk	114
Total Area for Space # 01				1,101 sf
16160 / 02	Counter/Booths - Curbside Check-in			
Terminal C (Main Terminal) - Bldg 22	2	81	Curbside Check-In	195
Total Area for Space # 02				195 sf
16160 / 03	Holdroom -			
Terminal C (Pier C) - Bldg 23	2	106	Holdroom Gate 30	1,922
Terminal C (Pier C) - Bldg 23	2	108	Holdroom Gate 32	1,820
Terminal C (Pier C) - Bldg 23	2	117	Holdroom Gate 33	1,351
Terminal C (Pier C) - Bldg 23	2	17	Holdroom Gate 27	2,366
Terminal C (Pier C) - Bldg 23	2	3	Holdroom Gate 25	2,362
Total Area for Space # 03				9,821 sf
16160 / 04	Airline Club -			
Terminal C (Pier D) - Bldg 24	2	105	Club	2,314
Terminal C (Pier D) - Bldg 24	2	55	Club Meeting Room	157
Terminal C (Pier D) - Bldg 24	2	56	Women's Restroom	151
Terminal C (Pier D) - Bldg 24	2	57	Men's Restroom	156
Terminal C (Pier D) - Bldg 24	2	66	Club Pantry	43
Terminal C (Pier D) - Bldg 24	2	67	Cleaning Closet	7
Terminal C (Pier D) - Bldg 24	2	68	Club Liquor Closet	12
Terminal C (Pier D) - Bldg 24	2	69	Club Pantry	132
Total Area for Space # 04				2,972 sf
16160 / 05	Office - Administration			
Terminal C (Main Terminal) - Bldg 22	2	24P	Corridor	86
Terminal C (Main Terminal) - Bldg 22	2	29	Office	215
Terminal C (Main Terminal) - Bldg 22	2	31	Office	72
Terminal C (Main Terminal) - Bldg 22	2	33	Office	57
Terminal C (Main Terminal) - Bldg 22	2	35	Office	66
Total Area for Space # 05				496 sf
16160 / 06	Baggage - Inbound			

Note: Only spaces that have rooms associated to them will show on this report.



Airport Business Office
Leasing
Concessions
Property Management

**CLMS Detailed Premises Report
Massachusetts Port Authority
Airport Business Office**

Tenant Name: Continental Airlines, Inc.
Exhibit A-2

<u>Agreement # / Space #</u>	<u>Floor #</u>	<u>Room #</u>	<u>Room Description</u>	<u>Room Area (sf)</u>
Terminal C (Pier D) - Bldg 24	1	101A	Inbound Baggage	4,843
Terminal C (Pier D) - Bldg 24	1	222	Baggage Storage	60
Total Area for Space # 06				4,903 sf
16160 / 07	Baggage - Outbound			
Terminal C (Main Terminal) - Bldg 22	1	49A	Outbound baggage	3,342
Total Area for Space # 07				3,342 sf
16160 / 08	Office - Flight Operations			
Terminal C (Pier C) - Bldg 23	1	148	Comm Room	122
Terminal C (Pier C) - Bldg 23	1	149	Ops Center	371
Terminal C (Pier C) - Bldg 23	1	150	Crew/Pilots Room	164
Terminal C (Pier C) - Bldg 23	1	151	Emp Mail	98
Terminal C (Pier C) - Bldg 23	1	152	Ramp Break Room	599
Terminal C (Pier C) - Bldg 23	1	160	Catering Room	95
Terminal C (Pier C) - Bldg 23	1	177	Ramp Quiet Room	98
Terminal C (Pier C) - Bldg 23	1	26	Office (MX Director)	132
Terminal C (Pier C) - Bldg 23	1	28	Office (EDS Manager)	112
Total Area for Space # 08				1,791 sf
16160 / 09	Storage - Equipment			
Terminal C (Pier D) - Bldg 24	1	131	Ramp Storage	581
Terminal C (Pier D) - Bldg 24	1	133	Telecom Storage	94
Terminal C (Pier D) - Bldg 24	1	140	Aircraft Appearance	945
Terminal C (Pier D) - Bldg 24	1	142	Office	75
Total Area for Space # 09				1,695 sf
16160 / 10	Office - Baggage Service			
Terminal C (Main Terminal) - Bldg 22	1	51	Office	137
Terminal C (Main Terminal) - Bldg 22	1	55	Office	73
Terminal C (Main Terminal) - Bldg 22	1	57	Baggage Service Counter	249
Terminal C (Main Terminal) - Bldg 22	1	59	Office	78
Terminal C (Main Terminal) - Bldg 22	1	61	Office	146
Total Area for Space # 10				683 sf
16160 / 11	Office - Administration			
Terminal C (Main Terminal) - Bldg 22	1	119	Vestibule	25
Terminal C (Main Terminal) - Bldg 22	1	120	Administrative Area	196
Terminal C (Main Terminal) - Bldg 22	1	19	Office	255
Terminal C (Main Terminal) - Bldg 22	1	21	Office	132
Terminal C (Main Terminal) - Bldg 22	1	23	Office	160
Terminal C (Main Terminal) - Bldg 22	1	25	Office	379

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**CLMS Detailed Premises Report
Massachusetts Port Authority
Airport Business Office**

Tenant Name: Continental Airlines, Inc.
Exhibit A-2

<u>Agreement # / Space #</u>	<u>Floor #</u>	<u>Room #</u>	<u>Room Description</u>	<u>Room Area (sf)</u>
Total Area for Space # 11				1,147 sf
16160 / 12	Office - Administration			
Terminal C (Pier D) - Bldg 24	2	53	Office	200
Terminal C (Pier D) - Bldg 24	2	59	Conference Room	256
Terminal C (Pier D) - Bldg 24	2	60	Office	380
Terminal C (Pier D) - Bldg 24	2	61	Corridor	263
Terminal C (Pier D) - Bldg 24	2	62	Office	119
Terminal C (Pier D) - Bldg 24	2	63	Office	156
Terminal C (Pier D) - Bldg 24	2	64	Office	92
Terminal C (Pier D) - Bldg 24	2	65	Office	153
Total Area for Space # 12				1,619 sf
16160 / 13	Office - Ramp Operations			
Terminal C (Pier C) - Bldg 23	1	154	Training Room	127
Terminal C (Pier C) - Bldg 23	1	155	Ramp Lead Equipment	144
Terminal C (Pier C) - Bldg 23	1	158	MX Rotable Stores	945
Terminal C (Pier C) - Bldg 23	1	159	IDF	52
Terminal C (Pier C) - Bldg 23	1	161	MX Admin	595
Terminal C (Pier C) - Bldg 23	1	163	Shop Main Bay	796
Terminal C (Pier C) - Bldg 23	1	164	MX Break Room	202
Terminal C (Pier C) - Bldg 23	1	165	Oxygen Room	50
Terminal C (Pier C) - Bldg 23	1	166	MX Rotable Stores	46
Terminal C (Pier C) - Bldg 23	1	167	MX Supervisor	104
Terminal C (Pier C) - Bldg 23	1	168	MX Storage	366
Terminal C (Pier C) - Bldg 23	1	171	Tool Calibrate Room	144
Terminal C (Pier C) - Bldg 23	1	172	Storage	115
Terminal C (Pier C) - Bldg 23	1	173	Ramp Supervisors	341
Terminal C (Pier C) - Bldg 23	1	174	Ramp Storage	123
Terminal C (Pier C) - Bldg 23	1	175	Ramp Supervisors	385
Terminal C (Pier C) - Bldg 23	1	176	Closet	22
Terminal C (Pier C) - Bldg 23	1	24	Female Ramp Lockers	259
Terminal C (Pier C) - Bldg 23	1	29	Office	553
Terminal C (Pier C) - Bldg 23	1	34	MX Lockers	180
Terminal C (Pier C) - Bldg 23	1	46	Corridor	50
Total Area for Space # 13				5,599 sf
16160 / 14	Building Structures - Restrooms			
Terminal C (Pier C) - Bldg 23	1	50	Men's Restroom	60
Terminal C (Pier C) - Bldg 23	1	52	Men's Restroom	191
Total Area for Space # 14				251 sf

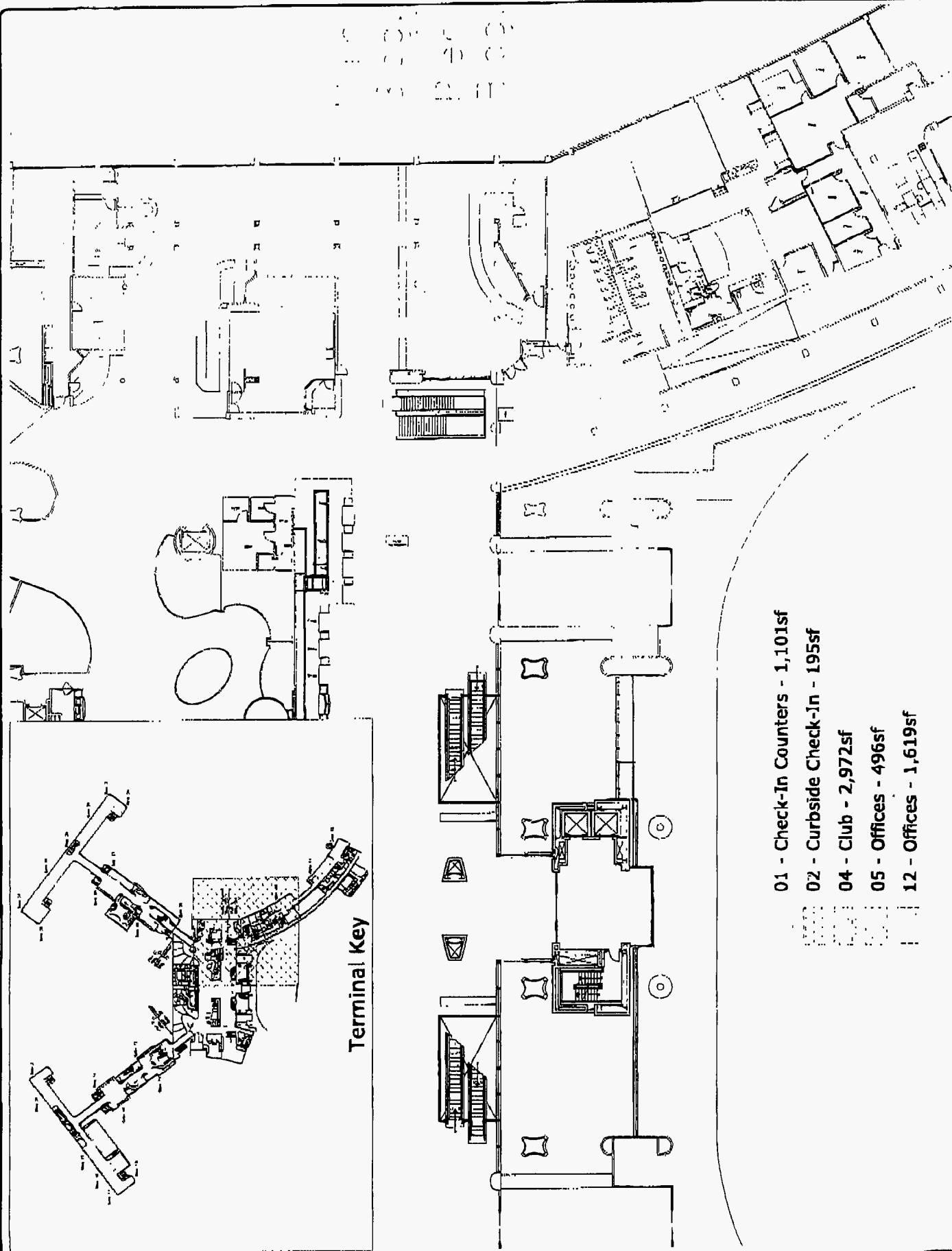
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CLMS Detailed Premises Report
Massachusetts Port Authority
Airport Business Office

Tenant Name: Continental Airlines, Inc.
Exhibit A-2

<u>Agreement # / Space #</u>	<u>Floor #</u>	<u>Room #</u>	<u>Room Description</u>	<u>Room Area (sf)</u>
Total Area for Agreement # 16160				35,615 sf

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- 01 - Check-In Counters - 1,101sf
- 02 - Curbside Check-In - 195sf
- 04 - Club - 2,972sf
- 05 - Offices - 496sf
- 12 - Offices - 1,619sf

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Massport
Airport Business Office

Terminal C 2nd Floor, Pier C

Logan International
Airport

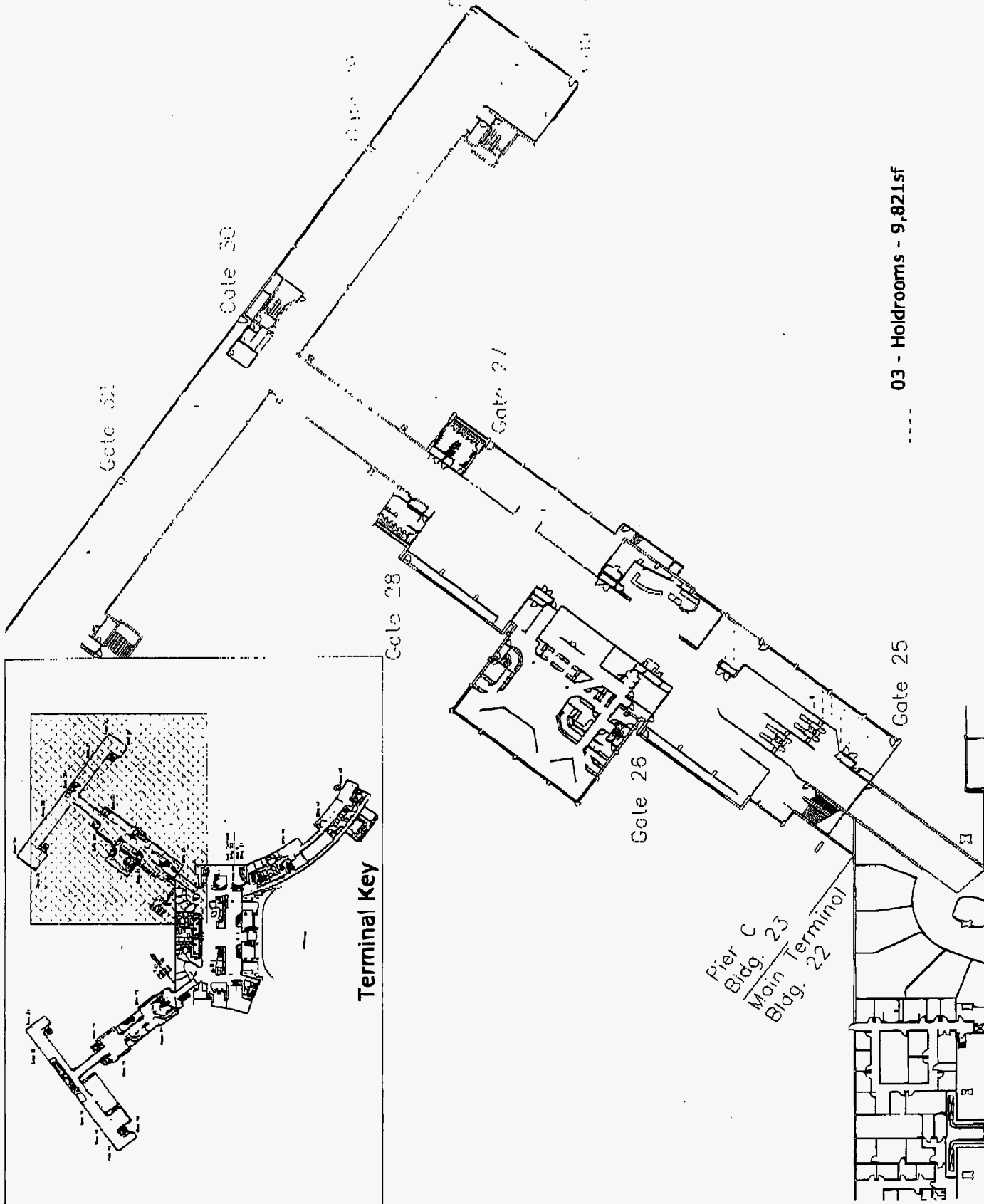
Massachusetts Port Authority
One Hancock Drive Suite 2005
Boston, MA 02118

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Drawn By: NO
Requested By: G
Date: 01/25/200

Continental
Airlines
Leased
Premises
Agmt. # 10160

Scale: As Indicated

Sheet
2 of 4

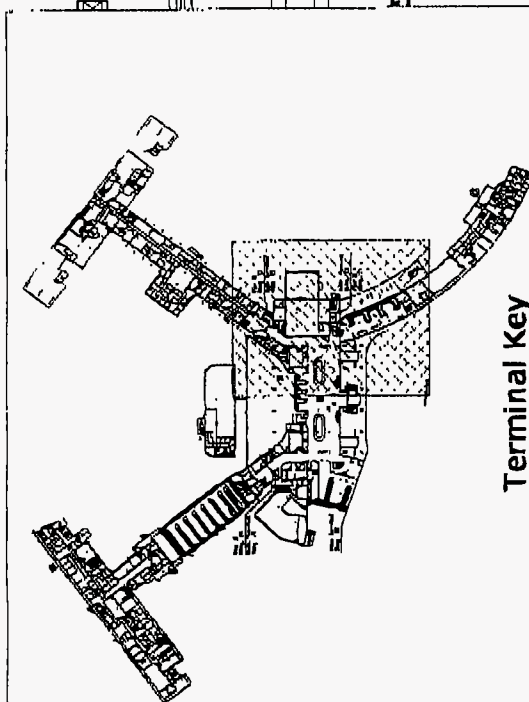


03 - Holdrooms - 9,821sf

Exhibit A-3

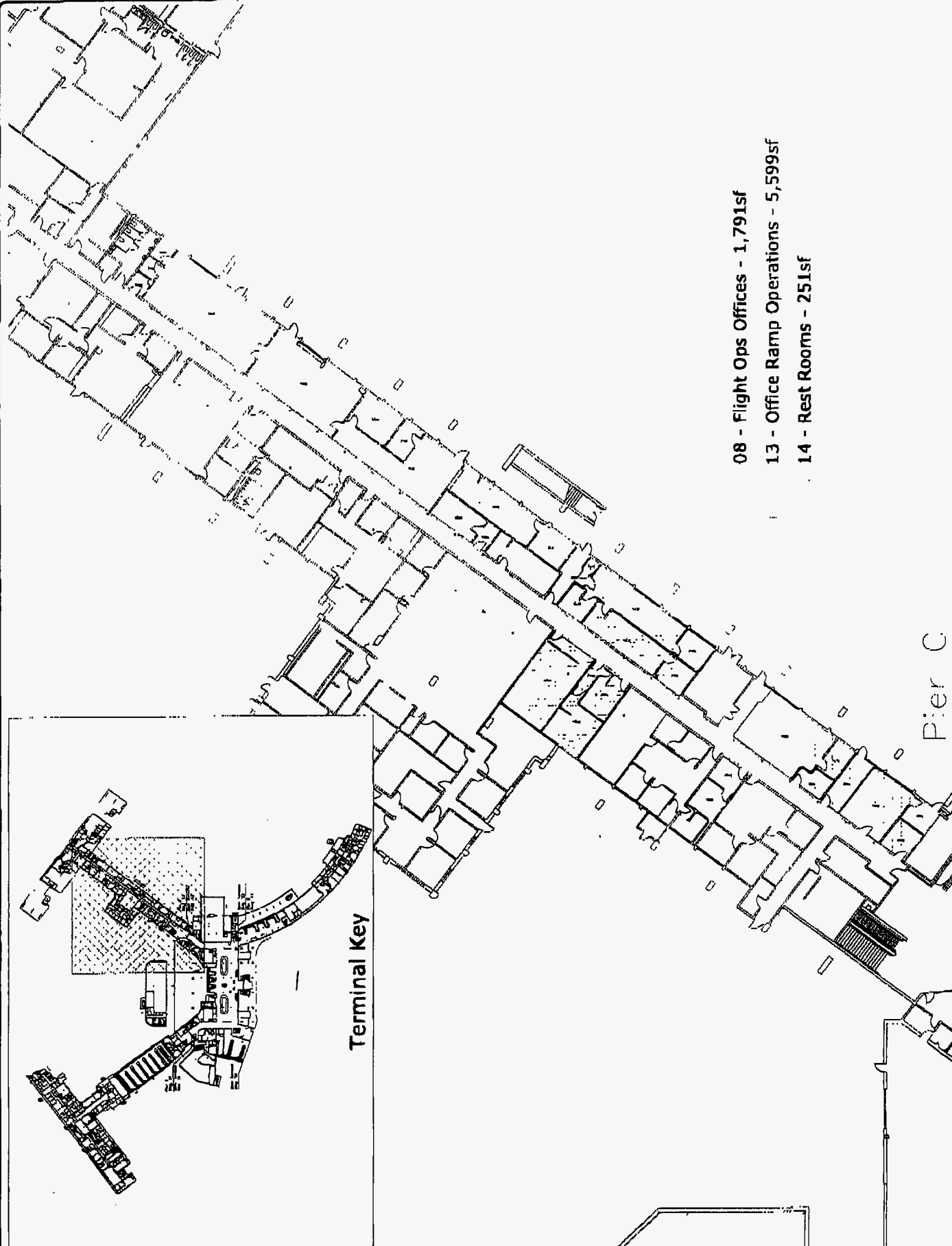
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Main Bldg. 22
Main Terminal Bldg. 22
Main Bldg. 22



Terminal Key

- 06 - Inbound Baggage - 4,903sf
- 07 - Outbound Baggage - 3,342sf
- 09 - Storage - 1,695sf
- 10 - Baggage Service Offices - 683sf
- 11 - Office - 1,147sf



- 08 - Flight Ops Offices - 1,791sf
- 13 - Office Ramp Operations - 5,599sf
- 14 - Rest Rooms - 251sf

Pier C

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